



# WASHOE COUNTY

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CM/ACM JS  
Finance LC  
DA      MK  
Risk Mgt. DE  
HR NA  
Other NA

## STAFF REPORT

BOARD MEETING DATE: December 9, 2014

**DATE:** November 14, 2014  
**TO:** Board of County Commissioners  
**FROM:** Renee Romero, Director, Washoe County Sheriff's Forensic Lab  
775-328-2815, rromero@washoecounty.us

**THROUGH:** Sheriff Michael Haley *B.T. P/S Romero*

**SUBJECT:** Approve the Intern Site Agreement for Placement of Students Pack Internship Grant Program between the Nevada System of Higher Education on behalf of the University of Nevada, Reno and the Nevada Career Studio (collectively referred to as the "University") and the Washoe County Sheriff's Office to create opportunities for students at UNR to work as paid interns. Agreement is retroactive for the period of 8/1/14 through 7/31/16. If approved, direct the Comptroller's Office to make the necessary budget adjustments. (All Commission Districts.)

### SUMMARY

Approve the Intern Site Agreement for Placement of Students Pack Internship Grant Program between the Nevada System of Higher Education on behalf of the University of Nevada, Reno and the Nevada Career Studio and the Washoe County Sheriff's Office to create opportunities for students at UNR to work as paid interns. Item is being submitted retroactively because necessary requirements were not met for the Fall 2014 Semester, so the first intern is set for Spring 2015 Semester.

**Washoe County Strategic Objective supported by this item:** Safe, Secure and Healthy communities

### PREVIOUS ACTION

There is no previous action relevant to this matter.

### BACKGROUND

The University has created a paid internship program to benefit UNR students by allowing them to work in various industries in this area. The Washoe County Sheriff's Office Crime Lab has been selected as an intern site. The Program provides an

AGENDA ITEM # 8K2

opportunity for the student to acquire experience in a professional setting prior to graduating from the University. It is mutually beneficial to the University and Intern Site to have the student participate as intern/practicum student at the Intern Site. Therefore, the purpose of this Agreement is to outline the cooperative arrangements, duties and responsibilities of the University and Intern Site for the Internship.

### **FISCAL IMPACT**

The University will provide funding in advance each semester for the selected intern. Interns will be paid \$12.00 per hour, for a maximum of 120 hours per semester, for an amount not to exceed \$1440.00 per semester. This agreement covers a period of 3 semesters (8/1/14-7/31/16). Fiscal impact is calculated for three semesters. If these funds are not fully expended, Washoe County will refund the balance to the University.

Should the board the Intern Site Agreement and approve these amendments, the adopted budget will be increased by \$4,320.00 in both revenues and expenditures in the following accounts. No match required.

Increase Revenues	
tbd- 485129 – (intern)	\$4,320.00

Increase Expenditures:	
tbd- 701130 - (intern)	\$4,320.00

### **RECOMMENDATION**

It is recommended the Board of County Commissioners approve the Intern Site Agreement for Placement of Students Pack Internship Grant Program between the Nevada System of Higher Education on behalf of the University of Nevada, Reno and the Nevada Career Studio (collectively referred to as the “University”) and the Washoe County Sheriff’s Office to create opportunities for students at UNR to work as paid interns. Agreement is retroactive for the period of 8/1/14 through 7/31/16. If approved, direct the Comptroller’s Office to make the necessary budget adjustments.

### **POSSIBLE MOTION**

Should the Board agree with staff’s recommendation, a possible motion would be: Move to approve the Intern Site Agreement for Placement of Students Pack Internship Grant Program between the Nevada System of Higher Education on behalf of the University of Nevada, Reno and the Nevada Career Studio (collectively referred to as the “University”) and the Washoe County Sheriff’s Office to create opportunities for students at UNR to work as paid interns. Agreement is retroactive for the period of 8/1/14 through 7/31/16. If approved, direct the Comptroller’s Office to make the necessary budget adjustments.

**UNIVERSITY-INTERN SITE AGREEMENT**  
**FOR PLACEMENT OF STUDENTS**  
**PACK INTERNSHIP GRANT PROGRAM**

This agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, between Nevada System of Higher Education ("NSHE") on behalf of the University of Nevada, Reno and the Nevada Career Studio (collectively referred to as the "University") and \_\_\_\_\_ (the "Intern Site").

1. **Purpose:** The Program includes an opportunity for the student to acquire experience in a professional setting prior to graduating from the University. The Intern Site has suitable experiences, supervisors, and facilities available for the educational experience of the student. It is mutually beneficial to the University and Intern Site to have the student participate as intern/practicum student at the Intern Site. Therefore, the purpose of this Agreement is to outline the cooperative arrangements, duties and responsibilities of the University and Intern Site for the Internship.
2. **Scope of the Agreement:** The University makes no agreement to provide any specified number of students to the program at the Intern Site and the Intern Site makes no agreement to accept a specified number from the University.
3. **Term:** The term of this Agreement shall commence on August 1, 2014 and shall end on July 31, 2016.
4. **Funding:**
  - 4.1 The University will provide funds to the Internship Site in the amount of \$1,440 at the start of the semester, to cover student wages of \$12 per hour for 120 hours of work. The Intern Site will compensate student interns with these funds, at the rate of \$12 per hour, less employee taxes or fees, for hours worked at standard payroll intervals (biweekly or monthly) throughout the semester.
  - 4.2 If the student is unable to complete the required internship experience hours due to unforeseen circumstances, the Intern Site will return to the University any University grant funds received by the Intern Site for the student's compensation but not yet paid to the student. The University has the right to request an accounting of said funds should the Intern Site represent that there are no University grant funds remaining.
  - 4.3 At its discretion, the Intern Site will keep record of employer-paid fees such as unemployment insurance and worker's compensation and will provide payroll documentation of such expenditures to the University within two weeks of conclusion of the internship. The University will provide reimbursement for these

expenses within two weeks of receiving said documentation from the Intern Site. Documentation of expenses not submitted within two weeks of the conclusion of the internship will not be reimbursed.

## **5. Responsibility of the University:**

- 5.1 The University will facilitate the placement of the student with the Intern Site through courses or programs through the University academic departments, institutes and programs.
- 5.2 The University will provide coordination in facilitating communication between the Internship Coordinator, the student, and the site supervisor for the University (the "Site Supervisor");
- 5.3 The Internship Coordinator shall be available for consultation with both the Site Supervisor and the student in the event of any disagreement or problems concerning requirements.
- 5.4 The University will assume full responsibility for planning and execution of the education phase, including curriculum, administration, faculty appointments, and customary University functions, such as granting degrees and advising students.
- 5.5 The University will advise the student of his or her responsibility to:
  - (a) Participate in all training required by the Intern Site.
  - (b) Exhibit professional, ethical and appropriate behavior when at the Intern Site.
  - (c) Complete all assigned tasks and responsibilities in a timely and efficient manner.
  - (d) Adhere to the administrative policies, rules, standards and practices of the Internship Site.
  - (e) Maintain the confidentiality of the Intern Site's proprietary information, records and information concerning its clients.
  - (f) Get a background check, a tuberculosis test and get fingerprinted if the Intern Site requires them.

## **6. Responsibilities of the Intern Site:**

- 6.1 The Intern Site will provide an orientation that includes a site tour, where applicable, an introduction to staff, a description of the characteristics of and risks associated with the Intern Site's operations, services and/or clients, a discussion concerning safety policies and emergency procedures, and information detailing where students check-in and how they log their time.
- 6.2 The Intern Site will provide opportunities for the student to engage in a variety of activities under supervision and for evaluating the student's performance.

- 6.3 The Intern Site will provide a supervisor, who has appropriate credentials, time and commitment to train the student.
- 6.4 The Intern Site will provide appropriate training, equipment, materials and work space for students to conduct professional activities appropriate to the internship.
- 6.5 The Intern Site will provide regular supervisory contact by the Site Supervisor that involves examination of the student's work and approval of time logs.
- 6.6 The Intern Site will provide written evaluations of the student on midterm and final evaluation forms.
- 6.7 The Intern Site will notify the University as soon as is reasonably possible of any injury or illness to a student participating in an activity at the Intern Site. The Intern Site agrees to provide emergency health care for illnesses or injuries resulting from the Intern Site activity.
- 6.8 The Intern Site will permit, on reasonable notice and request, the inspection of Site facilities by the University.
- 6.9 The Intern Site will not ask the student to transport any person, unless the Intern Site maintains business automobile liability insurance coverage for the student.
- 6.10 The Intern Site will inform the student of any need for a background check, fingerprinting and/or a tuberculosis test, ensure that the student obtains the student's fingerprints, background check and/or tuberculosis test and maintain the confidentiality of any results as required by federal and state law.

## **7. STATUS OF STUDENT:**

- 7.1 While engaged in the Internship, the student shall retain the status of a student working towards the fulfillment of a degree. The student is not an employee or agent of the University. The student will be paid by the Intern Site through a University grant-funded program. Unless negotiated between the student and the Intern Site, the student is not entitled to any wage, salary or other monetary compensation in excess of the University grant funds.
- 7.2 Each party agrees that the student will not be an officer, employee, agent or independent contractor of the University. Each party agrees that the student will be considered an employee of the Intern Site and the student will be covered under the Intern Site's worker's compensation and liability insurance.
- 7.3 Each party agrees that the student will be in a learning situation and that the primary purpose of the placement is for the student's learning. It is further understood that the student shall not at any time replace or substitute for any Intern Site employee. Nor shall the student perform any of the duties normally performed by an Intern Site employee except such duties that are a part of their

training and are performed by the student under the direct supervision of an Intern Site employee.

## **8. DISCIPLINE OF STUDENT**

- 8.1 The Intern Site may remove the student from placement for violating Intern Site rules and regulations or for such actions as the Intern Site views as detrimental to its operations. The Intern Site will consult with the University before final action is taken. Upon removal of the student from his or her placement with the Intern Site, the Intern Site will return to the University, any University grant funds received by the Intern Site for the student's compensation but not yet paid to the student. The University has the right to request an accounting of said funds should the Intern Site represent that there are no University grant funds remaining.
- 8.2 The University shall have full responsibility for the conduct of any student disciplinary proceedings and shall conduct the same in accordance with all applicable codes, statutes, rules, regulations and law.

## **9. Insurance**

- 9.1 The Intern Site shall procure and maintain General Liability insurance, comprehensive or commercial form with \$1,000,000 minimum limit for each Occurrence and minimum limit of \$2,000,000 General Aggregate or provide documentation that the Intern Site is self-insured. Evidence of liability insurance must be provided to the University in the form of a Certificate of Insurance or provide documentation that the Intern Site is self-insured. The Intern Site shall be responsible for worker's compensation coverage for the students as employees of the Intern Site. Evidence of workers' compensation insurance or a volunteer insurance policy must be provided to the University in the form of a Certificate of Insurance, if applicable.
- 9.2 NSHE is self-insured for its general liability exposure in accordance with the provisions of NRS Chapter 41. As a state agency, the University and NSHE are included in this self-insured program.

## **10. Indemnification**

- 10.1 Indemnification by Intern Site. The Intern Site shall indemnify and hold NSHE and the University, its officers, employees and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments and/or expenses, including attorneys' fees, arising either directly or indirectly from any act or failure to act by the Intern Site or any of its officers, employees or agents, which may occur during or which may arise out of the performance of this Agreement.

10.2 Indemnification by University. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the University shall indemnify, defend, and hold harmless Intern Site from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorneys' fees, arising either directly or indirectly from any act or failure to act by the University or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. The University will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. University's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to \$100,000 per cause of action.

**11. Discrimination:**

11.1 Both parties agree to fully comply with all non-discrimination laws of the State of Nevada and of the United States. The Intern Site agrees to accept, assign, supervise, and evaluate qualified students regardless of a student's age, disability, whether actual or perceived by others (including service-connected disabilities), gender (including pregnancy related condition), military status or military obligations, sexual orientation, gender identity or expression, genetic information, national origin, race, or religion.

**12. Confidentiality of Records**

12.1 The Intern Site agrees to treat all student records confidentially and not to disclose student records except to the University and Intern Site officials who have a legitimate needs to know consistent with their official responsibilities.

12.2 The parties agree to comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and all requirements imposed by or pursuant to regulation of the Department of Education and the University to the end that the rights and privacy of the students enrolled in the University are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill contractual obligations with the University. No access to individual student data shall be granted by the parties to any other person, agency or Intern Site without the written consent of the student, except for sharing with other persons within the University or the Intern Site, so long as those persons have a legitimate interest in the information.

**13. Termination:**

13.1 This Agreement may be terminated by either party for any reason upon ninety (90) days prior written notice.

13.2 Notwithstanding any termination under this Agreement, once a student has been accepted by the Intern Site for an internship, and so long as the student remains

in good standing in the University and within the Intern Site's performance standards, and the student's assignment has not otherwise ended, the student will be allowed to finish his or her internship experience at the Intern Site.

#### **14. MISCELLANEOUS**

- 14.1 Headings.** The headings of sections used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
- 14.2 Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.
- 14.3 Invalid Provisions.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.
- 14.4 Compliance with Laws.** Each party will continue to be in compliance with all applicable federal, state and local laws, codes, regulations, rules and orders.
- 14.5 Governing Law.** This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Nevada, with venue in the City of Reno and County of Washoe.
- 14.6 Force Majeure.** Neither party shall be considered to be in default of this Agreement as a result of its delay or failure to perform its obligations under this Agreement to the extent that such delay or failure arises out of causes beyond the reasonable control of the party. Such causes may include, but are not limited to, fire, flood, earthquakes, strikes, and unusually severe weather; but in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party.
- 14.7 Assignment.** A party may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.
- 14.8 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, and no other party shall be a beneficiary hereunder.



**14.9 Amendment.** This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.

**14.10 Notice.** All notices required by this Agreement shall be in writing, delivered personally, by certified mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage pre-paid, or with an overnight courier, addressed as follows:

If to Intern Site:

With a copy to:

If to University: Elizabeth C. Loun  
Nevada Career Studio  
University of Nevada, Reno  
1664 N. Virginia Street, MS 0140  
Reno, NV 89557  
Telephone No.: 775-682-7112  
E-mail: eloun@unr.edu

With a copy to:

Mary Dugan  
General Counsel  
University of Nevada, Reno  
1664 N. Virginia Street MS 0550  
Reno , Nevada 89557  
Telephone No.: 775-784-3510  
Email: mdugan@unr.edu

**14.11 Representation.** The parties agree that both parties were equally influential in preparing and negotiating this Agreement and each had the opportunity to seek the advice of legal counsel prior to the execution of the Agreement. Therefore, the University and Intern Site agree that no presumption shall arise construing the Agreement more unfavorably against any one party.

**14.12 Further Assurances.** The parties each agree, upon the request of the other party from time to time to do, execute, acknowledge and deliver such other acts, consents, instruments, documents and other assurances as may be reasonably necessary to carry out and perform the transactions contemplated by this Agreement.

**14.13 No Joint Venture.** In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto. Each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.

**14.14 Use of Name or Logo.** Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.

**14.15 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**14.16 Time is of the Essence.** With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

**INTERN SITE**

Washoe County, a  
Government Agency

Approved:

By: \_\_\_\_\_

Name: David Humke

Title: Chairman

Date \_\_\_\_\_

BOARD OF REGENTS OF THE NEVADA  
SYSTEM OF HIGHER EDUCATION, ON  
BEHALF OF THE UNIVERSITY OF  
NEVADA, RENO

Recommended By:

By Elizabeth Loun, Internship and Employer  
Relations Coordinator

Approved:

\_\_\_\_\_  
Kevin Carman, Executive Vice President and  
Provost

Date: \_\_\_\_\_